

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Harold Evans

Debtor(s)

LSF10 Master Participation Trust, by Caliber
Home Loans Inc., solely in its capacity as
servicer, or its Successor or Assignee

Movant

vs.

WILLIAM C. MILLER, Esq., Trustee
Harold Evans

Respondent(s)

Chapter 13

Bankruptcy No. 20-10678-amc

SETTLEMENT STIPULATION

WHEREAS, on February 3, 2020, Harold Evans (the "Debtor") filed a Petition under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Pennsylvania;

WHEREAS, on July 28, 2020, LSF10 Master Participation Trust, by Caliber Home Loans Inc., solely in its capacity as servicer (Movant) filed a Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. Section 362(a) (the "Motion") regarding property located at: 1152 South 10th Street, Philadelphia, Pennsylvania 19147;

WHEREAS, Movant and the Debtor are desirous of settling the dispute among and between themselves;

NOW THEREFORE, each in consideration of the promises of the other and intending to be legally bound, subject to the approval of the Bankruptcy Court, it is hereby agreed by and among counsel for Movant, by and through its attorneys, MARGARET GAIRO, ESQUIRE, ANN E. SWARTZ, ESQUIRE, LAUREN M. MOYER, ESQUIRE, and JOHN M. KOLESNIK, ESQUIRE, and the Debtor, by and through his/her counsel, BRAD J. SADEK, ("Debtor's

Counsel") as follows:

1. The parties hereby certify that the post-petition delinquency is \$13,376.94, consisting of post-petition payments and late charges for the months of March 1, 2020 through August 1, 2020. Debtor's monthly mortgage payment is \$2,229.49. Debtor is credited with funds in suspense in the amount of \$403.42; and Movant has incurred attorney fees and costs totaling \$1,231.00; thereby increasing the amount due to \$14,204.52.

2. Within thirty (30) days of the date of this Stipulation, the Debtor shall file an Amended Chapter 13 Plan to provide cure for the balance of the post-petition delinquency in the amount of \$14,204.52 as referenced in Paragraph 1 of this Stipulation.

3. Upon filing of the Amended Chapter 13 Plan, Movant shall amend its Proof of Claim to include the balance of the post-petition delinquency in the amount of \$14,204.52 as referenced in Paragraph 1 of this Stipulation.

4. Debtor shall resume making regular monthly mortgage payments in the amount of \$2,229.49 beginning on September 1, 2020.

5. All payments are to be made payable to LSF10 Master Participation Trust, by Caliber Home Loans Inc., solely in its capacity as servicer at the following address: c/o Caliber Home Loans, P.O. Box 24330, Oklahoma City, OK 73124.

6. The last four digits of your loan number 4454. Please remember to write your entire account number on the lower left-hand corner of your payment to ensure proper processing.

7. Should Debtor fail to comply with any of the terms of this Stipulation, including but not limited to, failure to file an Amended Chapter 13 Plan providing for cure of the post-petition delinquency, failure to make the above described payments, or any regular monthly mortgage payment commencing after the cure of the post-petition delinquency, then Movant may send Debtor and counsel a written notice of default of this Stipulation. If the default is not cured

within ten (10) days of the date of the notice, counsel for Movant may file a Certification of Default with the Court. Said Certification of Default may include a certification of Debtor's failure to pay subsequent payments that fall due after the date of the notice of default. Upon Certification, the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

8. In the event the Debtor converts his/her case to Chapter 11, the terms of this Stipulation shall remain in full force and effect. In the event that Debtor converts his/her case to a Chapter 7, Debtor shall cure all pre-petition and post-petition arrears within ten (10) days of the date of conversion. Failure to cure the arrears shall constitute an event of default under this Stipulation and Movant may send Notice of Default and certify default as set forth in the preceding paragraph.

9. Attorney fees and costs for issuing Notice to Cure, Notice / Certificate / Affidavit of Default, and order for relief are recoverable and may be added to the arrearage.

10. Counsel for Debtor has authority to settle this matter on behalf of his/her clients.

/s/ Lauren M. Moyer
Margaret Gairo, Esquire
Ann E. Swartz, Esquire
Lauren M. Moyer, Esquire
John M. Kolesnik, Esquire
McCabe, Weisberg & Conway, LLC
123 S. Broad Street
Suite 1400
Philadelphia, PA 19109
Attorney for Movant

September 1, 2020
Date

/s/ Brad J. Sadek

BRAD J. SADEK, ESQUIRE

Sadek and Cooper

1315 Walnut Street

Suite 502

Philadelphia, Pennsylvania 19107

Attorney for Debtor

September 1, 2020

Date _____

/s/ William C. Miller *

WILLIAM C. MILLER, Esq.

Chapter 13 Trustee

P.O. Box 1229

Philadelphia, PA 19105

September 2, 2020

Date

* The Trustee has no objection to the terms of the Stipulation, without prejudice to any of the Trustee's rights and remedies.